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Target Corporation

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

Case No. 2:18-cv-09580 ODW(AFM)

DERMALOGICA, LLC

Plaintiff,

v.

TARGET CORPORATION,

Defendant.

**STIPULATED PROTECTIVE
ORDER**

1. 1

2 **A. PURPOSES AND LIMITATIONS**

3 Discovery in this action is likely to involve production of confidential
4 and proprietary information for which special protection from public disclosure
5 and from use for any purpose other than prosecuting this litigation may be
6 warranted. Accordingly, the parties hereby stipulate to and petition the Court to
7 enter the following Stipulated Protective Order. The parties acknowledge that this
8 Order does not confer blanket protections on all disclosures or responses to
9 discovery and that the protection it affords from public disclosure and use extends
10 only to the limited information or items that are entitled to confidential treatment
11 under the applicable legal principles.

12 **B. GOOD CAUSE STATEMENT**

13 This action involves allegations that Target Corporation (“Target”)
14 has engaged, among other things, in unfair competition, false advertising and
15 tortious interference in connection with its procurement, marketing and sale of
16 DERMALOGICA brand products. This action also involves allegations that
17 Target’s actions have violated Dermalogica, LLC’s (“Dermalogica”) rights in the
18 DERMALOGICA trademark and have caused consumers to be confused and
19 misled about the quality and characteristics of the DERMALOGICA brand
20 products being marketed and sold by Target. Target has denied these allegations.

21 The Parties expect that discovery in this case likely will involve
22 information that is proprietary and confidential and protected from disclosure
23 under state or federal statutes, court rules, case decisions, or common law. The
24 Parties expect that discovery will involve information relating to customers,
25 including proprietary information that may relate to customer preferences and
26 buying habits, as well as personal information of customers (including information
27 implicating privacy rights of third parties). The Parties also expect that discovery
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1 in this case will involve pricing lists for DERMALOGICA brand products being
2 purchased by Target as well as information relating to sales and profits given
3 Dermalogica's claims for damages and disgorgement of profits. Finally, discovery
4 in this case will involve the disclosure of agreements deemed by the parties or third
5 parties to be confidential under the terms of such agreements.

6 Accordingly, to expedite the flow of information, to facilitate the
7 prompt resolution of disputes over confidentiality of discovery materials, to
8 adequately protect information the parties are entitled to keep confidential, to
9 ensure that the parties are permitted reasonable necessary uses of such material in
10 preparation for and in the conduct of trial, to address their handling at the end of
11 the litigation, and serve the ends of justice, a protective order for such information
12 is justified in this matter. It is the intent of the parties that information will not be
13 designated as confidential for tactical reasons and that nothing be so designated
14 without a good faith belief that it has been maintained in a confidential, non-public
15 manner, and there is good cause why it should not be part of the public record of
16 this case.

17 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING**
18 **UNDER SEAL**

19 The parties further acknowledge, as set forth in Section 12.3, below,
20 that this Stipulated Protective Order does not entitle them to file confidential
21 information under seal; Local Civil Rule 79-5 sets forth the procedures that must
22 be followed and the standards that will be applied when a party seeks permission
23 from the court to file material under seal.

24 There is a strong presumption that the public has a right of access to
25 judicial proceedings and records in civil cases. In connection with non-dispositive
26 motions, good cause must be shown to support a filing under seal. *See Kamakana*
27 *v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v.*
28 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v.*

1 *Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
2 protective orders require good cause showing), and a specific showing of good
3 cause or compelling reasons with proper evidentiary support and legal justification,
4 must be made with respect to Protected Material that a party seeks to file under
5 seal. The parties' mere designation of Disclosure or Discovery Material as
6 CONFIDENTIAL and/or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
7 ONLY" does not— without the submission of competent evidence by declaration,
8 establishing that the material sought to be filed under seal qualifies as confidential,
9 privileged, or otherwise protectable—constitute good cause.

10 Further, if a party requests sealing related to a dispositive motion or
11 trial, then compelling reasons, not only good cause, for the sealing must be shown,
12 and the relief sought shall be narrowly tailored to serve the specific interest to be
13 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
14 2010). For each item or type of information, document, or thing sought to be filed
15 or introduced under seal in connection with a dispositive motion or trial, the party
16 seeking protection must articulate compelling reasons, supported by specific facts
17 and legal justification, for the requested sealing order. Again, competent evidence
18 supporting the application to file documents under seal must be provided by
19 declaration.

20 Any document that is not confidential, privileged, or otherwise
21 protectable in its entirety will not be filed under seal if the confidential portions
22 can be redacted. If documents can be redacted, then a redacted version for public
23 viewing, omitting only the confidential, privileged, or otherwise protectable
24 portions of the document, shall be filed. Any application that seeks to file
25 documents under seal in their entirety should include an explanation of why
26 redaction is not feasible.

1 **2. DEFINITIONS**

2 2.1 Action: this pending federal law suit, Central District of California
3 2:18-cv-09580 ODW(AFM).

4 2.2 Challenging Party: a Party or Non-Party that challenges the
5 designation of information or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: information (regardless
7 of how it is generated, stored or maintained) or tangible things that qualify for
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
9 the Good Cause Statement.

10 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
11 Information or Items: extremely sensitive “CONFIDENTIAL” Information or
12 Items, the disclosure of which to another Party or Non-Party would create a
13 substantial risk of serious harm that could not be avoided by less restrictive means.

14 2.5 Counsel: Outside Counsel of Record and House Counsel (as well
15 as their support staff).

16 2.6 Designating Party: a Party or Non-Party that designates
17 information or items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
19 ONLY.”

20 2.7 Disclosure or Discovery Material: all items or information,
21 regardless of the medium or manner in which it is generated, stored, or maintained
22 (including, among other things, testimony, transcripts, and tangible things), that are
23 produced or generated in disclosures or responses to discovery in this matter.

24 2.8 Expert: a person with specialized knowledge or experience in a
25 matter pertinent to the litigation who has been retained by a Party or its counsel to
26 serve as an expert witness or as a consultant in this Action.

27 2.9 House Counsel: attorneys who are employees of a party to this
28 Action. House Counsel does not include Outside Counsel of Record or any other

1 outside counsel.

2 2.10 Non-Party: any natural person, partnership, corporation,
3 association, or other legal entity not named as a Party to this action.

4 2.11 Outside Counsel of Record: attorneys who are not employees of
5 a party to this Action but are retained to represent or advise a party to this Action
6 and have appeared in this Action on behalf of that party or are affiliated with a law
7 firm which has appeared on behalf of that party, and includes support staff.

8 2.12 Party: any party to this Action (including parties added to this
9 action after the date of this Order), including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 2.13 Producing Party: a Party or Non-Party that produces Disclosure
13 or Discovery Material in this Action.

14 2.14 Professional Vendors: persons or entities that provide litigation
15 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
17 and their employees and subcontractors.

18 2.15 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
20 ATTORNEYS’ EYES ONLY.”

21 2.16 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 **3. SCOPE**

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
27 compilations of Protected Material; and (3) any testimony, conversations, or
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1 presentations by Parties or their Counsel that might reveal Protected Material.

2 Any use of Protected Material at trial shall be governed by the orders
3 of the trial judge. This Order does not govern the use of Protected Material at trial.

4 **4. DURATION**

5 Once a case proceeds to trial, information that was designated as
6 CONFIDENTIAL or maintained pursuant to this protective order used or
7 introduced as an exhibit at trial becomes public and will be presumptively
8 available to all members of the public, including the press, unless compelling
9 reasons supported by specific factual findings to proceed otherwise are made to the
10 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81
11 (distinguishing “good cause” showing for sealing documents produced in
12 discovery from “compelling reasons” standard when merits-related documents are
13 part of court record). Accordingly, the terms of this protective order do not extend
14 beyond the commencement of the trial.

15 **5. DESIGNATING PROTECTED MATERIAL**

16 5.1 Exercise of Restraint and Care in Designating Material for
17 Protection. Each Party or Non-Party that designates information or items for
18 protection under this Order must take care to limit any such designation to specific
19 material that qualifies under the appropriate standards. The Designating Party must
20 designate for protection only those parts of material, documents, items, or oral or
21 written communications that qualify so that other portions of the material,
22 documents, items, or communications for which protection is not warranted are not
23 swept unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited.
25 Designations that are shown to be clearly unjustified or that have been made for an
26 improper purpose (e.g., to unnecessarily encumber the case development process
27 or to impose unnecessary expenses and burdens on other parties) may expose the
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1 Designating Party to sanctions.

2 If it comes to a Designating Party's attention that information or items
3 that it designated for protection do not qualify for protection, that Designating
4 Party must promptly notify all other Parties that it is withdrawing the inapplicable
5 designation.

6 5.2 Manner and Timing of Designations. Except as otherwise
7 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
8 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
9 protection under this Order must be clearly so designated before the material is
10 disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix at a minimum, the legend
15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES
16 ONLY." (hereinafter "CONFIDENTIAL legend" or "HIGHLY CONFIDENTIAL
17 -- ATTORNEYS' EYES ONLY legend"), to each page that contains protected
18 material. If only a portion of the material on a page qualifies for protection, the
19 Producing Party also must clearly identify the protected portion(s) (e.g., by making
20 appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for
22 inspection need not designate them for protection until after the inspecting Party
23 has indicated which documents it would like copied and produced. During the
24 inspection and before the designation, all of the material made available for
25 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
26 identified the documents it wants copied and produced, the Producing Party must
27 determine which documents, or portions thereof, qualify for protection under this
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1 Order. Then, before producing the specified documents, the Producing Party must
2 affix the “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL --
3 ATTORNEYS’ EYES ONLY legend” to each page that contains Protected
4 Material. If only a portion of the material on a page qualifies for protection, the
5 Producing Party also must clearly identify the protected portion(s) (e.g., by making
6 appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party
8 identifies the Disclosure or Discovery Material on the record, before the close of
9 the deposition all protected testimony.

10 (c) for information produced in some form other than documentary
11 and for any other tangible items, that the Producing Party affix in a prominent
12 place on the exterior of the container or containers in which the information is
13 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
14 ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information
15 warrants protection, the Producing Party, to the extent practicable, shall identify
16 the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an
18 inadvertent failure to designate qualified information or items does not, standing
19 alone, waive the Designating Party’s right to secure protection under this Order for
20 such material. Upon timely correction of a designation, the Receiving Party must
21 make reasonable efforts to assure that the material is treated in accordance with the
22 provisions of this Order.

23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time that is consistent with the Court’s
26 Scheduling Order.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
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1 resolution process under Local Rule 37.1 et seq.

2 6.3 Joint Stipulation. Any challenge submitted to the Court shall be
3 via a joint stipulation pursuant to Local Rule 37-2

4 6.4 The burden of persuasion in any such challenge proceeding shall
5 be on the Designating Party. Frivolous challenges, and those made for an improper
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
7 parties) may expose the Challenging Party to sanctions. Unless the Designating
8 Party has waived or withdrawn the confidentiality designation, all parties shall
9 continue to afford the material in question the level of protection to which it is
10 entitled under the Producing Party's designation until the Court rules on the
11 challenge.

12 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 7.1 Basic Principles. A Receiving Party may use Protected Material
14 that is disclosed or produced by another Party or by a Non-Party in connection
15 with this Action only for prosecuting, defending, or attempting to settle this
16 Action. Such Protected Material may be disclosed only to the categories of persons
17 and under the conditions described in this Order. When the Action has been
18 terminated, a Receiving Party must comply with the provisions of section 13 below
19 (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving
21 Party at a location and in a secure manner that ensures that access is limited to the
22 persons authorized under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
24 otherwise ordered by the court or permitted in writing by the Designating Party, a
25 Receiving Party may disclose any information or item designated
26 "CONFIDENTIAL" only to:

27 (a) the Receiving Party's Outside Counsel of Record in this Action, as
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1 well as employees of said Outside Counsel of Record to whom it is reasonably
2 necessary to disclose the information for this Action;

3 (b) the officers, directors, and employees (including House Counsel)
4 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

5 (c) Experts (as defined in this Order) of the Receiving Party to whom
6 disclosure is reasonably necessary for this Action and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

10 (f) professional jury or trial consultants, mock jurors, and Professional
11 Vendors to whom disclosure is reasonably necessary for this Action and who have
12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the information or
14 a custodian or other person who otherwise possessed or knew the information;

15 (h) during their depositions, witnesses ,and attorneys for witnesses, in
16 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
17 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
18 they will not be permitted to keep any confidential information unless they sign the
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
20 agreed by the Designating Party or ordered by the court. Pages of transcribed
21 deposition testimony or exhibits to depositions that reveal Protected Material may
22 be separately bound by the court reporter and may not be disclosed to anyone
23 except as permitted under this Stipulated Protective Order; and

24 (i) any mediator or settlement officer, and their supporting personnel,
25 mutually agreed upon by any of the parties engaged in settlement discussions.

26 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
27 Information or Items. Unless otherwise ordered by the court or permitted in writing
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1 by the Designating Party, a Receiving Party may disclose any information or item
2 designated “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” only to:

3 (a) the Receiving Party’s Counsel, as well as employees of Outside Counsel of
4 Record to whom it is reasonably necessary to disclose the information for this Action;

5 (b) Experts (as defined in this Order) of the Receiving Party to whom
6 disclosure is reasonably necessary for this Action and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (c) the court and its personnel;

9 (d) private court reporters and their staff to whom disclosure is reasonably
10 necessary for this Action and who have signed the “Acknowledgment and Agreement
11 to Be Bound” (Exhibit A);

12 (e) professional jury or trial consultants, mock jurors, and Professional
13 Vendors to whom disclosure is reasonably necessary for this Action and who have
14 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (f) the author or recipient of a document containing the information or a
16 custodian or other person who otherwise possessed or knew the information; and

17 (g) any mediator or settlement officer, and their supporting personnel,
18 mutually agreed upon by any of the parties engaged in settlement discussions.

19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
20 **PRODUCED IN OTHER LITIGATION**

21 If a Party is served with a subpoena or a court order issued in other
22 litigation that compels disclosure of any information or items designated in this
23 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
24 EYES ONLY,” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification
26 shall include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or
28 order to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall
2 include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party
6 served with the subpoena or court order shall not produce any information
7 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
8 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
9 subpoena or order issued, unless the Party has obtained the Designating Party’s
10 permission. The Designating Party shall bear the burden and expense of seeking
11 protection in that court of its confidential material and nothing in these provisions
12 should be construed as authorizing or encouraging a Receiving Party in this Action
13 to disobey a lawful directive from another court.

14 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
15 **PRODUCED IN THIS LITIGATION**

16 (a) The terms of this Order are applicable to information produced by
17 a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced
19 by Non-Parties in connection with this litigation is protected by the remedies and
20 relief provided by this Order. Nothing in these provisions should be construed as
21 prohibiting a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request,
23 to produce a Non-Party’s confidential information in its possession, and the Party
24 is subject to an agreement with the Non-Party not to produce the Non-Party’s
25 confidential information, then the Party shall:

26 (1) promptly notify in writing the Requesting Party and the
27 Non-Party that some or all of the information requested is subject to a
28 confidentiality agreement with a Non-Party;

1 (2) promptly provide the Non-Party with a copy of the
2 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
3 reasonably specific description of the information requested; and

4 (3) make the information requested available for inspection by
5 the Non-Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court
7 within 14 days of receiving the notice and accompanying information, the
8 Receiving Party may produce the Non-Party's confidential information responsive
9 to the discovery request. If the Non-Party timely seeks a protective order, the
10 Receiving Party shall not produce any information in its possession or control that
11 is subject to the confidentiality agreement with the Non-Party before a
12 determination by the court. Absent a court order to the contrary, the Non-Party
13 shall bear the burden and expense of seeking protection in this court of its
14 Protected Material.

15 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

16 If a Receiving Party learns that, by inadvertence or otherwise, it has
17 disclosed Protected Material to any person or in any circumstance not authorized
18 under this Stipulated Protective Order, the Receiving Party must immediately (a)
19 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
20 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
21 the person or persons to whom unauthorized disclosures were made of all the terms
22 of this Order, and (d) request such person or persons to execute the
23 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
24 A.

25 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
26 **PROTECTED MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain
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1 inadvertently produced material is subject to a claim of privilege or other
2 protection, the obligations of the Receiving Parties are those set forth in Federal
3 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
4 whatever procedure may be established in an e-discovery order that provides for
5 production without prior privilege review. Pursuant to Federal Rule of Evidence
6 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
7 of a communication or information covered by the attorney-client privilege or
8 work product protection, the parties may incorporate their agreement in the
9 stipulated protective order submitted to the court.

10 **12. MISCELLANEOUS**

11 12.1 Right to Further Relief. Nothing in this Order abridges the right
12 of any person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of
14 this Protective Order no Party waives any right it otherwise would have to object to
15 disclosing or producing any information or item on any ground not addressed in
16 this Stipulated Protective Order. Similarly, no Party waives any right to object on
17 any ground to use in evidence of any of the material covered by this Protective
18 Order.

19 12.3 Filing Protected Material. A Party that seeks to file under seal
20 any Protected Material must comply with Civil Local Rule 79-5. Protected
21 Material may only be filed under seal pursuant to a court order authorizing the
22 sealing of the specific Protected Material at issue. If a Party's request to file
23 Protected Material under seal is denied by the court, then the Receiving Party may
24 file the information in the public record unless otherwise instructed by the court.

25 **13. FINAL DISPOSITION**

26 After the final disposition of this Action, as defined in paragraph 4,
27 within 60 days of a written request by the Designating Party, each Receiving Party
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1 must return all Protected Material to the Producing Party or destroy such material.
2 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
3 compilations, summaries, and any other format reproducing or capturing any of the
4 Protected Material. Whether the Protected Material is returned or destroyed, the
5 Receiving Party must submit a written certification to the Producing Party (and, if
6 not the same person or entity, to the Designating Party) by the 60 day deadline that
7 (1) identifies (by category, where appropriate) all the Protected Material that was
8 returned or destroyed and (2). affirms that the Receiving Party has not retained any
9 copies, abstracts, compilations, summaries or any other format reproducing or
10 capturing any of the Protected Material. Notwithstanding this provision, Counsel
11 are entitled to retain an archival copy of all pleadings, motion papers, trial,
12 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
13 and trial exhibits, expert reports, attorney work product, and consultant and expert
14 work product, even if such materials contain Protected Material. Any such archival
15 copies that contain or constitute Protected Material remain subject to this
16 Protective Order as set forth in Section 4 (DURATION).

17 **14. VIOLATION**

18 Any violation of this Order may be punished by any and all appropriate
19 measures including, without limitation, contempt proceedings and/or monetary
20 sanctions.
21

22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

23 Dated: July 11, 2019

24 /s/ Michael E. Pappas
25 MICHAEL E. PAPPAS
26 LESNICK PRINCE & PAPPAS LLP
27 Attorneys for Plaintiff Dermalogica, LLC
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1 Dated: 7/11/2019

2 /s/ Michael N. Cohen
3 MICHAEL N. COHEN
4 COHEN IP LAW GROUP, PC
5 Attorneys for Defendant Target Corporation

6 Pursuant to Local Rule 5-4.3.4, I attest that Michael N. Cohen concur in
7 the filing's content and has authorized this filing with his electronic signature.
8

9 Dated: July 11, 2019

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11
12 /s/ Michael E. Pappas
13 MICHAEL E. PAPPAS
14 LESNICK PRINCE & PAPPAS LLP
15 Attorneys for Plaintiff Dermalogica,
16 LLC

17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18
19 Dated: 7/11/2019

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21 ALEXANDER F. MacKINNON
22 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *Dermalogica, LLC v. Target Corporation* (2:18-cv-09580
ODW(AFM)). I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order. I further agree to submit to the
jurisdiction of the United States District Court for the Central District of California
for enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____